



Food Vendor Contract

This Food Vendor Contract is made as of _____ 2017, between _____ ("Vendor"), of _____, and Friends of Homeless Animals, Inc. ("FOHA"), a Virginia corporation.

WHEREAS, FOHA wishes to permit Vendor to sell food and beverages at the BarktoberFest ("the event"), to be held September 23, 2017 at the Loudoun County Fairgrounds, and Vendor is prepared to deliver such services, the parties agree to the following terms and conditions:

1. Vendor shall be obligated to set-up for the event at 10 a.m. on September 23, 2017 in the designated outdoor area at the Loudoun County Fairgrounds, and shall furnish all equipment, tables and chairs it requires for the provision of its services.
2. Vendor shall be entitled to sell any food and beverage it chooses.
3. Vendor shall obtain whatever federal, state, or Loudoun County permits are required to enable it to provide its services at the event.
4. Vendor agrees that in performing the services permitted by this agreement, it will be acting as an independent contractor and not as an employee of FOHA, and shall be responsible, at its own expense, for providing any accident or medical insurance.
5. At the conclusion of the event, Vendor shall remit no less than \$150 prior to the event or 15% of its gross revenue derived from sales at the event to Sue Lehman, FOHA President, or her designee at the end of the event on 9/23. Tax deduction receipt will be provided.
6. Vendor understands that should it fail to abide by any applicable federal, state, or local law or ordinance, or should it act in a manner considered by FOHA to be detrimental to the organization or to detract from the event, FOHA shall have the right immediately to terminate Vendor's participation in the event without prior notice.
7. Vendor hereby agrees to release, indemnify, and hold harmless FOHA, and its officers, agents and employees from any and all liability, damage, and claims arising out of the acts or omissions of Vendor at the event.
8. Neither party may assign or transfer this contract without the prior written consent of the other party.
9. This contract may only be modified or amended in writing, signed by both parties.
10. The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with any provision of this contract.
11. This contract shall be governed by the laws of the State of Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this contract by their duly authorized representatives on the date first set forth hereinabove.

FRIENDS OF HOMELESS ANIMALS, INC.

By: _____

Name: Sue Lehman

Title: FOHA President

Vendor

By: _____

Name:

Title: